

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into by and between MANUEL CARCHI ("Claimant" or "Plaintiff") and PAPPARDELLA REST. CORP. and SIDDARTH GUPTA (collectively the "Company" or "Defendants"), (Claimant and the Company are jointly referred to in this Settlement Agreement as the "Settling Parties"), as of June 25, 2019.

RECITALS

A. WHEREAS, on or about July 23, 2018, Claimant filed an action (the "Action") against Company, alleging, *inter alia*, that Company failed to pay him certain wages due in connection with services he performed on its behalf. The aforementioned Action is currently pending in the United States District Court, Southern District of New York, Case No. 18-cv-6598;

B. WHEREAS, no court has considered or determined the claims presented;

C. WHEREAS, Company admits no wrongdoing, nor any liability with respect to Claimant's allegations;

D. NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants, warranties, and promises set forth below, receipt of which is hereby acknowledged, the Settling Parties agree as follows:

AGREEMENT

1. Consideration. The Settling Parties are entering into this Settlement Agreement in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Settlement Compensation and Release

Company agrees to pay Claimant the settlement amount of \$45,000 (the "Settlement Amount"), as follows:

- (a) On or before February 28, 2019, Company shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016, a check in the amount of \$15,000, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".
- (b) On or before February 28, 2019, Company shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016, a check in the amount of \$30,000, without any deductions or withholdings, payable to "Manuel Carchi".

The Settlement Amount shall be held in escrow by Plaintiff's counsel pending approval of the settlement by the Court. The parties agree that the Company will only issue a 1099 form to Lee Litigation Group, PLLC. With respect to payment to Claimant, half shall be subject to a 1099 form and half shall be subject to withholding as wages.

For and in consideration of the payment provided for in this Section 2, subject to the terms and provisions of this Settlement Agreement, Claimant fully, finally, irrevocably, and forever releases and discharges Company from all Fair Labor Standards Act ("FLSA") and New York Labor Law ("NYLL") wage and hour claims, which Claimant has or may have against Company as of the date of this Agreement.

3. Cooperation. Claimant and Company mutually agree that they will not disparage each other and will say or do nothing to bring discredit upon the other. This paragraph, though, shall not be interpreted to prevent either party from making truthful statements concerning the claims and defenses asserted in this action.

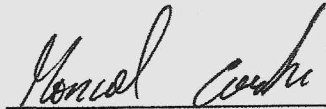
4. Jurisdiction. The Settling Parties consent that the federal district court where the Action was originally filed will retain jurisdiction over any question or dispute arising out of or pursuant to this Settlement Agreement.

5. Headings. The Settling Parties understand and agree that the headings in this Settlement Agreement are for their convenience only, and have no legal significance.

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IN WITNESS THEREOF, the Settling Parties hereto evidence their agreement by their signature below.

Plaintiff certifies as follows: I have read this agreement or it has been translated for me and I understand completely its contents. *He leído este acuerdo o ha sido traducido para mí y entiendo completamente su contenido.*



Manuel Carchi

Pappardella Rest. Corp.

By: _____

Name: Siddarth Gupta

Title: President


Siddarth Gupta